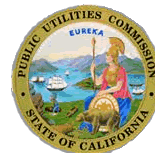


**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



FILED

02/15/18
04:59 PM

Order Instituting Investigation on the Commission's Own Motion into the Rates, Operations, Practices, Services and Facilities of Southern California Edison Company and San Diego Gas and Electric Company Associated with the San Onofre Nuclear Generating Station Units 2 and 3.

Investigation 12-10-013
(Filed October 25, 2012)

And Related Matters.

Application 13-01-016
Application 13-03-005
Application 13-03-013
Application 13-03-014

**RESPONSE OF
THE DIRECT ACCESS CUSTOMER COALITION
TO JOINT RULING DIRECTING SUBMISSION OF DECLARATIONS**

Daniel W. Douglass
DOUGLASS & LIDDELL
4766 Park Granada, Suite 209
Calabasas, CA 91302-3338
Telephone: (818) 961-3001
Email: douglass@energyattorney.com

Attorney for
DIRECT ACCESS CUSTOMER COALITION

February 15, 2018

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the Commission's
Own Motion into the Rates, Operations, Practices,
Services and Facilities of Southern California Edison
Company and San Diego Gas and Electric Company
Associated with the San Onofre Nuclear Generating
Station Units 2 and 3.

Investigation 12-10-013
(Filed October 25, 2012)

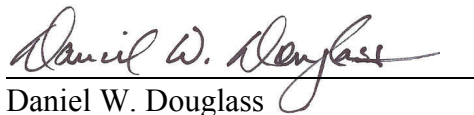
And Related Matters.

Application 13-01-016
Application 13-03-005
Application 13-03-013
Application 13-03-014

**RESPONSE OF
THE DIRECT ACCESS CUSTOMER COALITION
TO JOINT RULING DIRECTING SUBMISSION OF DECLARATIONS**

In accordance with the joint ruling of Commission Michael Picker and Administrative Law Judge Darcie L. Houck dated February 6, 2018, the Direct Access Customer Coalition hereby submits the attached declaration of Daniel W. Douglass.

Respectfully submitted,


Daniel W. Douglass
DOUGLASS & LIDDELL

Attorney for
DIRECT ACCESS CUSTOMER COALITION

February 15, 2018

DECLARATION OF DANIEL W. DOUGLASS

I, Daniel W. Douglass, declare as follows:

1. I am counsel of record for the Direct Access Customer Coalition. I have personal knowledge of the facts stated in this declaration.

2. I submit this declaration in response to the February 6, 2018, Joint Ruling of Assigned Commissioner and Administrative Law Judge Granting in Part and Denying in Part the Joint Motion to Stay Proceedings in Investigation 12-10-013 et al. (“Joint Ruling”), as clarified by the Email Ruling: I.12-10-013 Clarification of Feb[ru]ary 6, 2018 Ruling in Response to Email Sent to ALJ on February 9, 2018 (“February 14 Ruling”).

3. The Joint Ruling identifies three agreements: (a) the January 30, 2018, proposed Settlement Agreement (“Settlement Agreement”), (b) the January 10, 2018, Utility Shareholder Agreement between Southern California Edison Company (“SCE”) and San Diego Gas & Electric Company (“SDG&E”) (and their respective parent companies), and (c) the January 30, 2018, Federal Court Agreement, between Plaintiffs in the Federal Court action and SCE.

4. The February 14 Ruling clarifies that the Joint Parties are to identify all agreements, including agreements relating to the mediation process or to litigation of the OII, insofar as those agreements “relate to the proposed settlement agreement, and or have provisions/terms that are contingent upon or make reference to the Commission adopting the proposed settlement.” The February 14 Ruling states that agreements that are subject to Rule 12.6 or that have been superseded by the proposed Settlement Agreement or are no longer operative are excluded from this directive, as are the 2014 settlement agreement and its amendment.

5. As part of the mediation process, the Joint Parties entered into the following agreements: (1) an agreement among themselves and with Phillips ADR to retain Phillips ADR to provide mediation services, including financial terms of such retention, (2) an agreement with Phillips ADR regarding the protocols for the mediation process, (3) agreements among

themselves and with Phillips ADR regarding confidentiality of the mediation, and (4) nondisclosure agreements among the Joint Parties pursuant to which certain confidential information was provided in the mediation process. These agreements predated, and therefore necessarily did not refer to the Settlement Agreement, but DACC is identifying them out of an abundance of caution. In addition, the Joint Parties had various informal agreements relating to the scheduling of meetings and calls, related logistics, allocation of responsibility for drafting pleadings and agreements, and similar matters that are not contingent upon and do not make reference to the Commission adopting the Settlement Agreement.

6. Other than the agreements identified in paragraphs 3 and 5 above or excluded by the directive as explained in paragraph 4, DACC is not aware of any agreement between or among any of the Joint Parties, or between any of the Joint Parties and any third party, that relates to the proposed Settlement Agreement or has provisions/terms that are contingent upon or make reference to the Commission adopting the proposed Settlement Agreement.

7. I declare pursuant to Rule 1.1 of the Commission's Rules of Practice and Procedure that the foregoing is true and correct to the best of my knowledge and belief.

Executed at Calabasas, California on February 15, 2018.


Daniel Douglass